

REMARKS

On July 18, 2007, the Examiner mailed a final Office Action for the above-identified application, following withdrawal from issue of the granted patent. All pending claims stand rejected under 35 U.S.C. 101 as directed to non-statutory subject matter, under 35 U.S.C. 112, second paragraph as vague and indefinite. Claims 1, 9-10, 12-13, and 15-16 are rejected under 35 U.S.C. 103(a) as unpatentable over USPN 6684196 to Mini et al. (referred to hereafter as Mini), and claims 4 and 21-22 are similarly rejected over Mini in view of PointCast Incorporated. Reconsideration of the rejections in view of the remarks and/or amendments herein is respectfully requested.

REJECTIONS UNDER 35 U.S.C. 101

In the present Office Action, the Examiner rejects pending claims 1, 4, 9-10, 12-13, 15-16, and 21-22 under 35 U.S.C. 101 as directed to non-statutory subject matter. The Examiner asserts that the invention does not produce a concrete and tangible result because Applicant has not positively claimed predetermining independent sources for each condition from whom the response received will be treated as a valid response for the condition. Independent claims 1, 12, and 16 are amended herein to overcome this rejection.

REJECTIONS UNDER 35 U.S.C. 112, second paragraph

The Examiner also rejects pending claims 1, 4, 9-10, 12-13, 15-16, and 21-22 under 35 U.S.C. 112, second paragraph as being vague and indefinite. The Examiner notes Applicant has not positively claimed how the conditions are tied to the agreement for which conditions re being tracked, and similarly has not positively claimed that the conditions and milestones are logged with the capability to identify which agreement the conditions are belonging to.

Applicant respectfully traverses this rejection. The contracting parties identify the independent information sources they deem necessary for any particular agreement, and the conditions relevant to the particular agreement that the information sources will describe. In a typical real estate transaction, the independent information source may be a building inspector, and the relevant information will be a contingency such as whether a house passes the inspection, for example. If the house passes, the condition is met, otherwise the condition is not met. If the contracting parties have decided that passing the inspection is a

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condition precedent, then the information provided is linked to the determinacy of the particular agreement.

In other words, the present invention allows contracting parties to select contingencies in their individual agreement having some terms depend on events and data that may be independently observed, to manage the contracts automatically (page 6 lines 21-25). Conditions may depend upon independent informational sources that are targeted (and that may optionally have been previously identified and linked-to (page 6 lines 2-3)) for automatic information retrieval. The information can be retrieved through any means familiar to those of ordinary skill in the art, e.g. receiving an email or examining a particular web site.

As for determining which condition corresponds to which agreement, this is also identified at the beginning of the invention's operation, as should be readily apparent to one of ordinary skill in the art. Nonetheless, to advance prosecution Applicants amends the independent claims to clarify this point.

Regarding claims 4 and 21-22, the Examiner notes Applicant has not positively claimed how the limitation "said retrieved information includes a weather forecast" is tied to the claimed invention. Claims 4 and 21-22 are amended herein to delete this aspect of the claims.

REJECTIONS UNDER 35 U.S.C. 103(a)

The Examiner also rejects pending claims 1, 9-10, 12-13, and 15-16 under 35 U.S.C. 102(e) as unpatentable over Mini.

Applicant respectfully traverses this rejection also. The present invention considers the timing of contract conditions via milestones or deadlines that have been specified, and selectively checks on contract conditions at corresponding milestone points. This latter feature enables time-based contingencies to be handled. Mini fails to consider time-based contingencies, and indeed apparently does not deal with time at all except to specify when offers may be received and to allow contracting parties to coordinate their schedules for viewing houses.

Further, it is possible that information could be provided denoting that the condition will never be met, thus the agreement can never succeed. The invention can provide this notification to the contracting parties as well. In contrast, Mini seems never to decide that an
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agreement cannot be done.

Claims 4 and 21-22 are similarly rejected as unpatentable over the same reference in view of PointCast Incorporated. Claims 4 and 21-22 are amended herein to delete the weather forecast aspect of the claims.

Applicant believes all pending claims are allowable as amended and therefore requests this case be allowed by the Examiner. The Examiner is invited to telephone the Applicant's representative at the number below to expedite prosecution of this case.

Respectfully submitted,

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